

## **BID SOLICITATION NOTICE**

TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE BID FROM THE AUTHORITY'S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, WE REQUEST THAT BIDDERS COMPLETE THIS FORM AND RETURN TO US, EVEN WHEN BIDDER IS DOWNLOADING THE BID. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING SERVICES YOU WILL RECEIVE.

**THE NEW JERSEY TURNPIKE AUTHORITY**  
**PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**  
**New Jersey Turnpike Administrative Offices**  
P.O. Box 5042  
581 Main Street  
Woodbridge, New Jersey 07095-5042  
Tel. - 732-750-5300 Fax - 732-750-5399

**TITLE:      HANDS-FREE SMART PHONE APP**

**BID NO:     RM-93832**

**DUE DATE: AUGUST 30, 2012**

**TIME:       2:00 PM**

**SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS**

BIDDER INFORMATION (PLEASE PRINT)

\_\_\_\_\_  
NAME OF BIDDING ENTITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
REPRESENTATIVE TO CONTACT-NAME & TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FEDERAL TAX I.D. NO.   or   TAXPAYER I.D. NO.

\_\_\_\_\_  
FAX NO.

☐ **WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE**

**THE NEW JERSEY TURNPIKE AUTHORITY  
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**

**New Jersey Turnpike Administrative Offices**

P.O. Box 5042

581 Main Street

Woodbridge, New Jersey 07095-5042

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**INVITATION TO BID**

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Please Print

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NAME OF BIDDING ENTITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
REPRESENTATIVE TO CONTACT-NAME & TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): \_\_\_\_\_

## **BIDDER GUIDELINES/CHECKLIST**

PURSUANT TO N.J.S.A. 27:23-6.1 AND N.J.A.C. 19:9-2.1 et seq. BID PROPOSALS WHICH FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

1. Bid proposals must be received at or before the public opening time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Telephone or Facsimile proposals will not be accepted.
2. The bid proposal must include all price information. Bid prices shall include delivery of all items F.O.B. destination unless otherwise provided. Prices must be firm through the term of the contract.
3. All bid proposal prices must be typed or written in ink. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the bidder.
4. **See the Authority's Instructions to Bidders (attached) for a complete list of the Authority's standard contract Terms and Conditions, as well as REQUIRED FORMS that must be included with the bid proposal or the bid will be rejected.**

### **Have you included the following documents?**

- (a) State of New Jersey Division of Revenue Business Registration Certificate(s)
  - (b) Certification of Registration with the Secretary of State (only if a foreign (non-NJ) corporation)
  - (c) Acknowledgement of Requirement for Disclosure of Political Contributions (ELEC)
  - (d) Affirmative Action Information Sheet with Certificate or Form AA302
  - (e) Signed Mandatory Equal Employment Opportunity Language
  - (f) SBE/WBE/MBE Certificates and Form
  - (g) Vendor Disclosure Form (EO129 - Location of Services)
  - (h) Notice of Set-Off for State Tax (P.L. 1999, c.159)
  - (i) Automobile Waiver
  - (j) Insurance Requirement
5. **This Request for Bids requires the following Mandatory Documents or the bid will be rejected:**
    - a) Bid Bond and/or Letter of Surety, Cashier's Check Requirement
    - b) Stockholder/Partnership Disclosure Statement
  6. Bidder must sign the Bid
  7. Contract Bond Requirement: 100% of Total Amount Bid (if awarded).
  8. A **Pre-Bid Conference** will be held **August 14, 2012 at 2:00PM at the New Jersey Turnpike Authority, 581 Main Street, Woodbridge, New Jersey.**
  9. **Product Testing: Prior to the award of contract, the apparent low bidder will be required to demonstrate the capabilities of its hands-Free Smart Phone App ("Product") to the satisfaction of applicable Authority personnel. The bidder's Product will be evaluated based on the technical Specifications stated herein. The proposed Product will be tested for approximately two weeks. Failure to comply with the technical Specifications may result in rejection of the bid.** If the Product is rejected for failure to meet the technical specifications, the Authority will then proceed with testing the Product of the next low responsible bidder.

**REQUEST FOR BIDS**  
**THIS IS NOT AN ORDER**

Sealed Bids RM-93832 will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the required date and time.

**INTENTION**

It is the intention of the Authority to issue a Purchase Order for a HANDS-FREE, EYES-FREE SMART PHONE APP AS PER THE ATTACHED SPECIFICATIONS. Services purchased under this Agreement will be provided as directed by the Authority. The term of the contract shall be for one (1) year with the option to extend for two additional one-year terms at the Authority's discretion and Vendor's concurrence. Please contact Richard Bava with any questions regarding this procurement/contract at 732-750-5300 X 8636.

**BID SHEET INSTRUCTIONS**

Prospective Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this Request for Bids (collectively, "Bid Documents"). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Purchasing in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of Purchasing. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of Purchasing as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become part of the Bid Documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date.**

Only written interpretations or corrections issued by the Director of Purchasing by Addendum shall be binding.

The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of Purchasing of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be

rejected by the Authority, in its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisos to their Bid, except in cases where “Exceptions” are permitted.

Bidders must quote only one price per line item. If a bidder quotes multiple prices per line item, the bid proposal may be rejected. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price.

**NEW JERSEY TURNPIKE AUTHORITY**

**REQUEST FOR BIDS**

<b><u>ITEM</u></b>	<b><u>QUAN.</u></b>	<b><u>UOM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>TOTAL BID PRICE</u></b>
1	1	LS	Installation, and one-year of hosting, maintenance, and licensing of a "hands-free" and "eyes-free" smartphone App, as per attached Specifications.	\$

**Contract award, if any, will be to the responsive, responsible bidder submitting the lowest Total Bid Price.**

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING**

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_/\_\_\_\_\_  
Name of Company and / Authorized Signature of Bidder

## **SIGNATURE PAGE**

**ADDENDA / INQUIRIES:** COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

☐

**CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

(All Addenda / Inquiries must be acknowledged as indicated above.)

**BID IRREVOCABLE:** This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this bid except in those instances where an unsuccessful bidder has filed a Protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a Protest, Bidders are required to hold their prices for an additional 90 days. All bidders will be notified in writing of the action taken by the Authority.

**OFFER/CERTIFICATION:** The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this bid with full authority so to do; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Bidding Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: # \_\_\_\_\_

**NO RESPONSE BID SURVEY**

**BID NUMBER: RM-93832**

**BID TITLE: HANDS-FREE SMART PHONE APP**

If you do not choose to respond to this Bid, please complete the form below:

Name of Company\_\_\_\_\_

Reason you did not respond (Check all that apply)

- \_\_\_\_\_ Cannot supply product or service
- \_\_\_\_\_ Cannot meet technical specifications
- \_\_\_\_\_ Cannot meet delivery specifications
- \_\_\_\_\_ Cannot meet legal requirements  
(i.e. bid/performance/security/insurance, etc.)
- \_\_\_\_\_ Cannot provide a competitive price at this time
- \_\_\_\_\_ Interested in receiving specifications for informational purposes only.
- \_\_\_\_\_ Insufficient lead time to respond
- \_\_\_\_\_ Other: ( please be specific)

Do you wish to remain on our mailing list?

\_\_\_\_\_Yes      \_\_\_\_\_No

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: (optional)\_\_\_\_\_

Company:\_\_\_\_\_



# **NEW JERSEY TURNPIKE AUTHORITY**

## **SPECIFICATIONS**

### **HANDS-FREE, EYES-FREE PHONE APP**

The New Jersey Turnpike Authority (the Authority) intends to procure the installation and one year of hosting, maintenance and licensing of a "hands-free" and "eyes-free" smartphone Application ("App") that automatically extracts active travel advisories from existing Authority and New Jersey Department of Transportation (NJDOT) data feeds, constructs appropriate audio advisories, and presents same to drivers that are near or approaching a reported travel condition. The successful vendor would be responsible for their own access to the existing data feed (<http://data.xcm.org/>) and for parsing or reformatting the data so that it will work with the App. The proposed App must have the following attributes:

1. The App must be both hands-free and eyes-free. The App, once started prior to the beginning of a trip, must require absolutely no driver interaction. All advisories and messages must be audibly broadcast in an entirely automatic manner, with no further manipulation or viewing of the device by the driver.
2. The App must not require any sort of registration or subscription for use.
3. The driver must be able to use the phone normally while the App is running.
4. The App must be "location-aware", providing alerts relevant to the driver's current location and necessary latitude/longitude and mile-marker mappings, direction of travel.
5. Each advisory within the driver's notification radius must be broadcast once to each device. Updates to received advisories will be broadcast as they are generated.
6. The Authority must have the capability of easily broadcasting certain messages, such as safety messages, to all users regardless of their location, or to all users within a certain geographical area.
7. The App must accommodate sponsorship. This accommodation must include the capability to incorporate sponsor logos or banners on the device screen as well as prepending and/or appending sponsorship messages to the audio messages broadcast. Different messages from different sponsors must be able to be displayed and/or broadcast depending of the location of the device. Frequency of broadcast must be easily configurable. Ad playback counts and statistics must be available.
8. All use of the App must be entirely anonymous.
9. The App must be supported on a minimum of iPhone and Android smartphones. App updates to support new versions of device operating systems (IOS/OS) must be provided as required.

10. Anonymous probe data must be returned by the App and be available to the Authority in both raw format and on a web-based map display. The Authority must need no special internal software to view the data.
11. User settings must be available to control types of alerts to be received, roadway selections, directional sensitivity, reporting distance ranges, frequency and repetition of advisories, and phone-call interruption. The App must provide Authority defined defaults for user settings.
12. The Authority must be able to specify screen colors, logos, and other aesthetic features for the App.
13. The Authority must be able to filter the data to be broadcast at will.
14. Certain interactive features must be available to the driver if enabled at the Authority's discretion. Such features include lists of emergency telephone numbers that can be "clicked" and dialed, camera images and maps of in-range advisories.
15. The App must be cloud-based and hosting must be managed by the vendor. It must be highly and automatically scalable to accommodate high volume usage during peak periods or emergency situations. All processing of data and sound file / pronunciation dictionary management must be server-side.
16. The App must accept existing Authority and NJDOT data feeds which will include latitude, longitude, and a unique alert identifier. The App must recognize changes in alert status (initial/update/final) and deploy messages accordingly.
17. With proper agreements in place, the App must be able to access and broadcast advisory data from other agencies that are using the same platform. Drivers should be able to cross state lines and continue to receive location specific alerts from participating agencies.
18. Usage statistics must be available through a web-based interface.
19. Should the vendor be provided with latitude/longitude and associated mile-marker/interchange mapping, the App must:
  - a. provide and broadcast directional advisories where appropriate
  - b. provide calculated direction of travel (roadway direction as opposed to compass heading)
  - c. distance to or from the
    - i. nearest mile-marker
    - ii. last mile-marker
    - iii. next mile-marker

20. A web-based App must be provided to allow manual insertion and management of advisories that are to be broadcast by the app. This web interface must include:
- a. Authority/agency logon
  - b. Ability to add, update, and close or auto-expire manually entered advisories
  - c. Ability to automatically tag the advisory location with the correct latitude and longitude by using a map interface
  - d. Ability to alternatively tag the advisory location by entering a roadway mile-marker or interchange when provided and appropriate
  - e. Ability to customize with agency-specific advisory / incident types
  - f. Ability to preview the audio compilation before submitting the advisory to the data feed

**New Jersey Turnpike Authority**

**Draft Agreement**

**HANDS-FREE SMART PHONE APP**

THIS AGREEMENT, dated \_\_\_\_\_, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, having principal offices located at \_\_\_\_\_ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Agreement and terminate one (1) year therefrom, unless earlier terminated. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

\_\_\_\_\_  
Sheri Czajkowski  
Secretary

[Corporate Seal]

BY \_\_\_\_\_  
Veronique Hakim  
Executive Director

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name  
Title

[Corporate Seal]

BY \_\_\_\_\_  
Name  
Title